

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser St., Room 300
Carson City, NV 89701



Master

Jim Gibbons
Governor

Greg Smith
Administrator

**THE NEVADA STATE PURCHASING DIVISION IS SOLICITING BIDS FOR
A MULTI-STATE CONTRACT FOR DISPOSABLE CULINARY ITEMS
INVITATION TO BID No. 7628**

To Be Delivered F.O.B. Destination
Any point within the boundaries of the Participating States

Release Date: April 10, 2009
Vendor Questions Due: April 23, 2009 @ 5:00 P.M., PST
Deadline for Submission and Opening Date and Time:
May 13, 2009 @ 2:00 P.M.

For additional information or to obtain a copy of this Invitation to Bid, please contact:

Jennie Humphreys @ (775) 684-0194
(TTY for the Hearing Impaired: 1-800-326-6868)

Company Name NETWORK SERVICES COMPANY

Contact Name: TERRY HARRISON

Address 1100 E. WOODFIELD ROAD, SUITE 200 City SCHAUMBURG State IL Zip 60173

Telephone (224) 361-2261 Fax (224) 361-4261

E-Mail Address: tharrison@nsconline.com Payment terms Net 30

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein.

Signed

Michael T. Murphy

Date

5/12/09

Print Name & Title Michael T. Murphy, Vice President Business Development

While there are no set asides in the State of Nevada or preferences for Minority Business Enterprise, Women Business Enterprise and Small Business, we encourage those vendors to compete for state business at every opportunity and we make every effort to contact these businesses when opportunities arise, therefore if it is your judgment that your business fits within these categories, please check appropriate boxes.

☐ Minority Owned

☐ Women Owned

☐ Small Business

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1. OVERVIEW OF PROJECT

The State of Nevada Purchasing Division on behalf of the Nevada Department of Corrections and the Multi-State Correctional Purchasing Alliance (MCPA) is seeking a vendor or vendors to provide Disposable Culinary Items. Bids will be accepted from qualified vendors that can provide one (1) or more categories of the products listed in Attachment F.

1.1 GENERAL PROVISIONS

This procurement contemplates a multi-state scope and may result in more than one award. In determining an award, factors considered include but are not be limited to, pricing, range of commodities offered; scope of geographical coverage offered; the States' judgments concerning the bidder's capability to meet demand within the geographical area bid; the quality and availability of recycling or environmental conservation programs (if applicable); the favorability of the terms under which the vendor will do business; and other vendor programs, capabilities, and product characteristics judged to provide additional value or administrative cost savings to the Participating States.

While the primary purpose of this solicitation is to select a vendor(s) who can offer the supplies for all Participating States, vendors are permitted to bid on more limited geographical areas, however, not less than one Participating State. Bidders must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all Participating States.

A Participating State may evaluate and select a vendor for award in more limited geographical areas where judged to be in the best interests of the State or States involved. Administration of any such award(s) will be done by the Participating State(s) involved unless the awarded contract includes the Lead State in its geographical area.

MCPA, Participating States, and Purchasing Entities reserve the right to competitively solicit additional sources for commodities during the contract term, where deemed to be in the best interests of the State(s) or entities involved. Further, Participating States may have existing awards for commodities within the scope of this solicitation.

Any Participating State reserves the right to award partial commodity categories or not participate in the award if deemed to not be in the best interests of that Participating State.

All pricing listed shall be ceiling prices with the option for Participating States to negotiate more favorable discounts for large orders.

Use of any resultant contract(s) is permissive unless otherwise stated in individual State's Participating Addendum(s).

1.2 SAMPLES

Samples on all products are required. Bids received that do not provide samples as instructed in this solicitation will be rejected. Samples must be sent during the hours of 6:00 am and 4:30 pm Monday thru Thursday only. Vendors must call ahead to schedule a delivery time. Telephone number 702-486-3380: Samples must be addressed as below (no exceptions shall be allowed).

MCPA BID 7628
Attn: Gail Burchett, Purchasing Officer
State Purchasing Warehouse
1054 South Commerce Way
Las Vegas, Nevada 89518

1.3 SPEND HISTORY

The spend history is not known for all the MCPA States. Six (6) States have submitted spend history which totals \$4,200,000.00 for the items listed in this bid. States expressing interest in signing Participating Addendums at the inception of awards are listed in Attachment D.

Other MCPA, WSCA and NASPO States may sign a Participating Addendum if and when they express interest in doing so.

1.4 VOLUME DISCOUNTS

General

Additional volume and other price discount options are invited, which can distinguish between individual order minimum quantities, cumulative volume discounts, and other discount terms that may be defined by the vendor. Extensions of additional discounts are not required but may be evaluated if offered.

Cumulative Ordering Volume Discounts

Vendors are invited to identify additional percentage discounts if total cumulative ordering volumes (by all Purchasing Entities) exceed an amount specified by the vendor. If the volume of total orders exceeds that amount in any quarter, the offered discount will apply to future orders during the term of the award(s), as extended through option exercises.

Volume Discount for Minimum Order Quantity

Vendors are also invited to propose discounts for minimum order quantities. Purchasing Entities may consolidate purchases in order to take advantage of any volume discount extended by vendor for minimum orders, so long as a single delivery location at the discretion of the Purchasing Entity is specified.

2. ACRONYMS/DEFINITIONS

For the purposes of this bid, the following acronyms/definitions will be used:

Agency	Any Department or Division within a participating State.
Awarded Vendor	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
Bidder	Organization/individual submitting a bid in response to this Invitation to Bid.
Division	Department Administration, Division of Purchasing
Evaluation Committee	An independent committee established to evaluate responses submitted in response to the Invitation to Bid.
Goods	Within the definition of NRS 104.2105 identified in this Invitation to Bid.
ITB	Invitation to Bid
Lowest Responsible Bidder/Vendor	An organization or individual that is awarded a contract or order for the goods identified in this Invitation to Bid.
May	Indicates something that is not mandatory but permissible.
MCPA	Multi-State Corrections Procurement Alliance; a cooperative group contracting consortium for state correctional institutions and other related agencies and political subdivisions (i.e. county/city jails, etc.).
NAC	Nevada Administrative Code
NASPO	National Association of State Procurement Officials; a cooperative group contracting consortium for all State agencies and other political sub-divisions within each individual State.
NDOC	Nevada Department of Corrections
NOA	Notice of Award. Formal notification of the State's decision to award a contract.
NRS	Nevada Revised Statutes
Participating State	A member of MCPA, NASPO or WSCA who has indicated its intent to participate by signing an Intent to Participate, or who subsequently signs a Participating Addendum, or any other state authorized by MCPA to be a party to the resulting award(s) through the execution of a participating addendum. The State of Nevada is a Participating State and the MCPA Lead State.

<i>Participating Addendum</i>	A bilateral agreement executed by the contractor and a Participating State that clarifies the operation of the award(s) for the State concerned, e.g. the adopting State's requirements.
<i>Purchasing Entity Buyer</i>	A Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and Participants authorized to purchase the goods and/or services described in this solicitation.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract.
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (see NRS §333.333 and NRS §600A.030 (5)) must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.
<i>Shall/Must/Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Trade Secret</i>	Means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this solicitation.
<i>WSCA</i>	Western States Contracting Alliance; a consortium group consisting of the 15 most western States of the United States. (The Western Region of NASPO).

3. SCOPE OF WORK

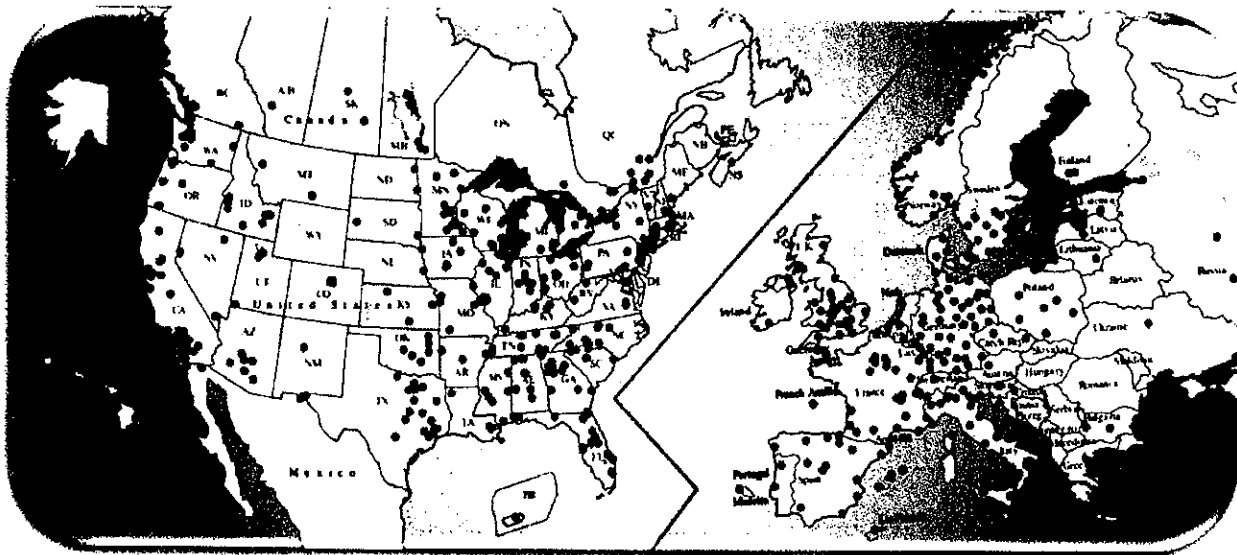
- 3.1 This bid has been divided into categories with bid schedule items that generally represent those most frequently purchased during the previous contract period. These commodities are listed in the pricing section (Attachment G) of this solicitation.
- 3.2 Orders resulting from this contract will be placed directly with the vendor by the individual Purchasing Entity. The vendor must have toll free telephone numbers for use by those entities located outside of the vendor's toll free area. This includes both telephone and facsimile access. The vendor will ship and bill as requested by the ordering agency. The ordering agency will remit payment directly to the vendor. There are approximately 25 possible separate delivery locations within the State of Nevada. The number of total locations will vary by participating MCPA states.
- 3.3 Toll Free Telephone and Facsimile Access Available? X Yes No
- Network can accept telephone and fax orders. In addition, Network Services currently supports full EDI and internet ordering for all National Accounts which desire to order using one of these methods.**
- 3.4 The successful vendor will remit to NASPO on behalf of MCPA an administrative fee in the amount of one-half of one percent (.5%) of the total sales from this contract.
- 3.4.1 The prices bid shall not be subject for adjustment to account for the fee.
DO NOT ADD THIS AMOUNT AT THE TIME OF ORDER TO THE PRICE OF ITEMS ON THE BID SCHEDULE.
- 3.4.2 A statement verifying the total sales amount must accompany the remittance. This remittance will be due not later than 45 days after the last day of each calendar quarter. The Contract Administration fee is intended to cover the costs of administering this contract.
- 3.4.3 In addition to the contract administration fee, some Participating States may require an additional administrative fee. This State specific administrative fee will not exceed 1.5% of the State specific sales.
- 3.4.4 It is the intention of the State of Nevada to request a State specific administration fee of one percent (1%) on all sales within the State.
- 3.5 In addition to the items shown on Attachment G, Purchasing Entities will be allowed to order from a successful bidder's catalog(s) or website for delivery anywhere within the participating MCPA states. Some MCPA States may require electronic catalogs. Any awarded vendor must make paper catalogs available upon request to any Purchasing Entity.

Network's web based order entry system provides quick and easy ordering of all approved vendor products. Network's web-based netSupply order guides are customized catalogs that present only the goods and services you authorize for each location, enabling supplier and product standardization and better compliance. For

those facilities requiring paper catalogs, Network will co-develop custom catalogs with approved manufacturers.

- 3.5.1 Bidders shall state the discount percentage from their catalog(s) list price for non-bid schedule items.
 - 3.5.2 This discount percentage will be considered during the award of this contract.
 - 3.5.3 Catalog(s) must be submitted with the bid as described in the Submittal instructions, section 5.3.4.
 - 3.5.4 Percentage off balance of the line must be listed in the cost proposal.
- 3.6 Prices for all items associated with this contract are to be FOB Destination anywhere within the participating MCPA states or geographic area offered.

Network can provide prepaid freight, subject to a minimum order of \$700, to all CUSTOMER locations throughout the United States. Orders must be at least \$350 and for those orders under \$700 (\$350 to \$699), a \$40 service fee may be charged. Network Services has the ability to deliver products and services to 95% of the United States' population freight free. Freight may be charged for locations outside of Network's delivery area. Network has member distributors within the states mentioned in this bid. Please see map below and attached member distributor listing.



- 3.7 Delivery time for in-stock items should not exceed 7 days. Non-stocked items must be delivered within 15 working days. Delivery time will be considered during the award of this contract.

3.7.1 Specify Guaranteed Delivery Time for In-Stock Items 24_Hours.

3.7.2 Specify Guaranteed Delivery Time for Non-Stock Items 2-10_Days

- 3.8 The vendor shall provide the Nevada Purchasing Division information on all reports that are available without charge, to include a brief description of the report and the frequency. The State of Nevada and participating MCPA states will decide which reports are required and notify the successful vendor(s). If there are other reports available at an additional cost, information on these reports is also required. Please note the reporting requirement in the MCPA terms and conditions.

Network Services Company will work with State of Nevada to provide quarterly reporting and usage reports as requested. Network also offers on-line Web-Based access to Purchase History reporting with the following capabilities:

- Display and sorting alternatives include purchases by location rolled up by state, purchases by product and purchases by volume
- Reports can show purchases and invoices for any period ranging from a single day to 3 years
- Report data can be downloaded to spreadsheet for further analysis and exception reporting
- Data updated every 24 hours, available 24/7
- Password protected access
- Access data on screen, via EDI in standard format through VAN, via ASCII flat file or file transmission via Internet or FTP
- Custom roll-up structure can be defined to fit the customer's company hierarchy, i.e., locations can roll up to districts, districts to regions, regions to divisions, etc.
- Appropriate access can be given to people at designated levels in the customer's hierarchy
- Access data via EDI through Internet or FTP
- Custom ASCII flat file format, or XML file formats available
- Integration with customer's ERP or internal reporting system available
- Customized EDI purchase history documents available

- 3.9 Successful vendor shall provide Electronic Catalogs for all agencies as described in Section 3.5.

3.9.1 Electronic Catalogs available? ☒ Yes ☐ No

3.9.2 Type of electronic catalog offered _____

- 3.10 The State of Nevada and participating MCPA states require successful vendors to provide an Internet address for access to a web-based catalog. The successful vendor should have a proven record of E Commerce capabilities, with the technology and support personnel to provide content deployment or punch out access to their online catalog, for the purpose of supporting the purchasing web sites of MCPA State Purchasing departments.

This catalog web site should offer features including but not limited to the following:

- Multiple search options from narrow options to specific search criteria.
- Display contract pricing
- Have workflow management controls
- On-line ordering capability
- Order status and order tracking capabilities
- Order history.
- Online help to use site should be available.
- Technical data, illustrations, Material Safety Data Sheets, parts availability, and access to web-based product sourcing are also required.
- Should allow viewers to view on line Bidder's product availability by location.

3.10.1 Web-based Catalog available? ☒ Yes ☐ No

3.10.2 Contract Pricing available on line? ☒ Yes ☐ No

3.10.3 Online workflow management? ☒ Yes ☐ No

3.10.4 Order Status/Tracking Online? ☐ Yes ☐ No

3.10.5 Order History? ☒ Yes ☐ No

3.10.6 Online Availability? ☒ Yes ☐ No

FEATURES OF OUR WEB-BASED ELECTRONIC ORDER ENTRY:

- Custom product electronic catalog for each ordering location
- Custom catalog shows Network Services item #, item description, UOM and pricing
- Search for products by name or description
- Password-protected order entry screens
- Multiple personal shopping lists
- Standardized part numbers

- Retrieve and reuse past orders and standing orders
- Arrange products by user-defined categories and sub-categories
- User-configurable display options
- Special instructions by order
- Super buyer can purchase for multiple locations
- Order review and change before release
- Approval routing of orders
- E-mail notification on all orders
- Multi-vendor order entry portal
- Punch-outs to other vendors' catalogs
- Location spending limits
- Site branding with customer logo
- Site customization

- 3.11 The successful bidder must provide paper and/or computer media catalogs to all agencies upon request for the duration of this contract.
- 3.12 The successful bidder should offer the capability to accept procurement cards as acceptable form of payment. Level III reporting is preferred for all procurement card purchases.

3.12.1 Procurement Cards Accepted? ☒ Yes ☐ No

- 3.13 **Samples are required on all products. Failure to submit samples as instructed in this solicitation will result in rejection of your bid submission. Samples must be sent during the hours of 6:00 am and 4:30 pm Monday thru Thursday only. Vendors must call ahead to schedule a delivery time, telephone number 702-486-3380. Address samples as below (no exceptions shall be allowed):**

**MCPA BID 7628
Attn: Gail Burchett, Purchasing Officer
State Purchasing Warehouse
1054 South Commerce Way
Las Vegas, Nevada 89518**

- 3.14 Products returned because of quality problems, duplicated shipments, outdated products, etc. shall be picked up by the contractor within 5 business days after notification with no restocking charge and replaced with specified products or the agency shall be credited or refunded for the full purchase price. Standard stock products ordered in error by agencies must be returned for credit within 15 days of receipt. Products must be in resalable condition and in original container, unused. No re-stocking fee should be charged for items ordered in error.
- 3.15 The total purchases of any individual item on the contract are not known. The Nevada Purchasing Division has attempted to give an accurate estimate of probable purchases of

each item for the contract period. The Nevada Purchasing Division does not guarantee that the participating MCPA States will buy any or all estimated amounts of any specified item or any total amount.

- 3.16 The contract period shall be for two (2) years with the option to extend for three (3) additional (1) one year terms provided any requested price increases do not exceed the increase in the consumer price index for the previous 6 month period, there are no changes in terms, the awardees agree to the extension and the extension is in the best interest of the State (NRS 333.280). **Price increases are not allowed during the first year of the contract. Any pricing increases must be approved by the lead State a minimum of 30 days prior to the proposed beginning of any price increase.**
- 3.17 It is desirable that a successful vendor have inside and outside sales staff and distribution facilities located in all participating MCPA states or geographic area offered. Vendors must provide the locations of their distribution points and information regarding sales staff for each participating MCPA state or geographic area offered.

In North America Network Services Company has become the recognized industry leader in servicing national accounts while providing the added value of offering local distribution facilities and personnel. Network's member companies represent the very best independent supply system distributors in North America and Europe. Our strength lies in our people, over 3,700 outside sales, service and technical support personnel combined with 11,200 employees in customer service, operations and other support functions, coupled with over 2,000 trucks on the road delivering products provide our customers with superior service. After award of bid, Network will assign a Network member distributor (please see attached member listing by state) in the geographic area required.

- 3.18 Contract prices represent-ceiling prices for the supplies and services priced in the award(s). The vendor shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the awarded vendor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.
- 3.19 Including the Lead State conducting the solicitation, the States indicated in Attachment D have signified their intent to enter into a contract.
- 3.20 Additional States may be added with the consent of the contractor and the Lead State (on behalf of the MCPA Participating States) through execution of a Participating Addendum.

4. COMPANY BACKGROUND AND REFERENCES

4.1 PRIMARY VENDOR INFORMATION

Vendors must provide a company profile. Information provided shall include:

4.1.1 Company ownership (sole proprietor, partnership, etc).

Network is a C corporation and Network Associates, NSC's parent company, is a privately held corporation. Each Network member distributor is a stockholder with equal ownership interest in the corporation.

4.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.

Network Services is a Delaware corporation. Incorporated in 1975.

4.1.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS §360.780.

4.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breach, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada.

4.1.3 Location(s) of the company offices and location of the office that will provide the services described in this ITB.

Network Services Company's corporate address is 1100 E. Woodfield Road, Suite 200, Schaumburg, IL 60173. For our member distributors information, please see attached member listing by state. Network will assign a member distributor based on geography and core competency as contract is awarded.

4.1.4 Is your firm a resident of Nevada or a resident of another state? If so, please list the state of residence. Does your resident state apply a preference, which is not afforded to bidders or vendors who are residents in the state of Nevada? This information may be utilized in determining whether an inverse preference applies pursuant to NRS §333.336.

4.1.5 Number of employees both locally and nationally.

**130 employees at Network's headquarters in Schaumburg, IL
20,000 employees nationally
8,800 employees in Europe**

4.1.6 Location(s) from which employees will be assigned.

Network will assign a National Account Director, Account Development Manager, Implementation Director, Customer Service Representative at the corporate level. In addition, a key contact will be assigned at each Network member distributor assigned to the State of Nevada bid.

- 4.1.7 Name, address and telephone number of the vendor's point of contact for a contract resulting from this ITB.

Michael T. Murphy
Vice President Business Development
1100 E. Woodfield Road, Suite 200
Schaumburg, IL 60173
224-361-2147
mmurphy@nsconline.com

Terry Harrison
National Account Sales Coordinator
Same address as above
224-361-2261
tharrison@nsconline.com

- 4.1.8 Company background/history and why vendor is qualified to provide the services described in this ITB.

Network Services Company was established in 1968 to sell and service national account customers on behalf of independent distributors. Today, Network is North America's leading distributor of housekeeping and maintenance supplies, industrial packaging, food service disposables, printing paper and related products. With over \$15.1 billion in total annual sales worldwide, Network Services Company executes programs as one organization consolidating the resources and strengths of more than 70 member distributors. Operating nearly 300 distribution facilities throughout North America, Network currently provides the very best product selection, having built strategic alliances over the past 40 years with the industry's leading manufacturers, and unparalleled customer service to over 750,000 customer locations. Network's award winning technology platform and dedication to superior customer service are only some of the advantages Network offers to national account customers.

Network Services Company, as an organization, focuses mainly on four specific business segments: Healthcare, Foodservice, Building Service Contractors and Industrial national accounts. Our strength is in these four segments utilizing our programs and products in the following categories: janitorial supplies, towel & tissue, food service disposables, chemicals, etc. Network develops customized distribution programs for its national account customers under a Network program.

4.2 REFERENCES

Vendors should provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. **Vendors are required to submit Attachment C, Reference Form to the business references they list. The business references must submit the Reference Form directly to the NDOC Purchasing Division.** It is the vendor's responsibility to ensure that completed forms are received by the NDOC Purchasing Division on or before the bid submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the vendor's score in the evaluation process. The Purchasing Division may contact any or all business references for validation of information submitted.

Network Services Company has asked the following companies to submit Attachment C, Reference form to the NDOC Purchasing Division.

Corrections Corporation of America, Nashville, TN
Aramark Facility Services, Downers Grove, IL
Premier, Inc., Charlotte, NC

5. SUBMITTAL INSTRUCTIONS

- 5.1 In lieu of a pre-bid conference, the State Purchasing Division will accept questions and/or comments in writing, received either by mail, facsimile or e-mail regarding this ITB as follows:

Questions must reference the identifying ITB number and be addressed to the State of Nevada Purchasing Division, Attn: Jennie Humphreys, jbhumphreys@purchasing.state.nv.us. The deadline for submitting questions is April 23, 2009 at 5:00 p.m., Pacific Standard Time. All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective vendors on or about April 30, 2009. Please provide company name, address, phone number, e-mail address, fax number, and contact person when submitting questions.

5.2 Timeline

<u>TASK</u>	<u>DATE/TIME</u>
Bid Release	April 10, 2009
Deadline for submitting questions	April 23, 2009 @ 5:00 PM
Answers to all questions submitted available on or about	April 30, 2009 @ 5:00 PM
References are due no later than	May 11, 2009 @ 5:00PM
<u>Deadline for submission and opening of bids</u>	<u>May13, 2009 @ 2:00 PM</u>

Evaluation period

May13- June 5, 2009

Selection of vendor(s)

June 8, 2009

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

5.3 Bid submission requirements:

- 5.3.1 Bids sent by mail or overnight delivery must be in a sealed envelope with **Bid No. 7628, opening date May 13, 2009 @ 2:00 pm**, clearly marked in the lower left corner on the front side of the envelope.
You must return the entire bid document. A total of Seven (7) complete copies either CD or paper copies are required as follows:

One (1) original marked "MASTER"
Six (6) identical copies

- 5.3.2 Bids mailed by the US Postal Service must be addressed to: **Nevada State Purchasing, Attn: Dawn Rosenberg, 515 East Musser Street, 3rd Floor, Carson City, Nevada 89701**. The State of Nevada will not be held responsible for bid envelopes mishandled as a result of the envelope not being properly prepared.
- 5.3.3 Bids sent via fax will not be accepted.
- 5.3.4 The entire bid document including catalogs and any amendments if applicable to this bid must be returned as part of the vendor's bid submission. Vendors must return one (1) master and six (6) copies, either CD or paper, of their entire bid document submission to the Nevada Purchasing Division. Failure to comply with this requirement could be grounds for non-acceptance of the bid.
- 5.3.5 Bid prices will be disclosed as required by Nevada Revised Statutes. While price is an important criteria consideration in the bid award process, it is not the only criteria. A bid award is made to the lowest responsible bidder or bidders based upon an evaluation of all bids submitted and their conformance with specifications, terms and conditions stated in the bid. The Nevada Purchasing Division may reject any or all bids or may accept the bid determined best for the interest of the state.
- 5.3.6 **The bid must be received at the address referenced below no later than 2:00 PM Pacific Time, May 13, 2009.** Bids that do not arrive by the opening time and date WILL NOT BE ACCEPTED.

Bid shall be submitted to:

State of Nevada, Purchasing Division
Attn: Dawn Rosenberg, Chief of DOC Purchasing
515 E Musser Street, 3rd Floor
Carson City, NV 89701

- 5.4 The State will not be held responsible for bid envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone bids will **NOT** be considered. The preferred media for bid submittal is electronic media (CD), however paper copies will be acceptable. As stated in section 5.3.4, the State requires one (1) master and six (6) copies.

6. BID EVALUATION AND AWARD PROCESS

The Purchasing Division shall not be obligated to accept low bid, but will make an award in the best interest of the State and MCPA after all factors below have been evaluated (NRS 333.300 paragraph 2).

- 6.1 Bids will be consistently evaluated based on but not limited to the following criteria:

- Demonstrated Competence
- Experience in performance of comparable engagements
- Conformance with the terms of this RFP
- Expertise and availability of key personnel
- Reasonableness of cost

- 6.2 The State may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the Nevada Department of Corrections or any other Participating State.

7. TERMS, CONDITIONS AND EXCEPTIONS

This procurement is being conducted in accordance with Nevada Revised Statutes Chapter 333 and any special MCPA Terms and Conditions (see page 24 of this document).

- 7.1 This procurement is being conducted in accordance with NRS Chapter 333.
- 7.2 For purposes of addressing questions concerning this ITB the sole contact will be the Purchasing Division. Upon issuance of this ITB, employees and representatives of the

agencies identified herein will not answer questions or otherwise discuss the contents of this ITB or any subsequent submitted bid responses with any prospective bidders or their representatives until issuance of formal NOA. Failure to observe this restriction may result in disqualification of any bid. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

- 7.3 Bids must conform to all terms, conditions and specifications in this ITB.
- 7.4 In accordance with NRS 333.280, the Purchasing Division may enter into a contract for the furnishing of goods for not more than two (2) years. The original terms of a contract may be extended annually thereafter if the conditions for extension are specified in this solicitation, and the Purchasing Division determines that an extension is in the best interest of the State.
- 7.5 In accordance with NRS 333.336, if a person who submits a bid or proposal is a resident of another state and that other state applies to bidders or contractors who are residents of that state a preference with respect to contracts awarded by that other state which is not afforded to bidders or contractors who are residents of the State of Nevada, the Purchasing Division shall, insofar as is practicable, increase the person's bid or proposal by an amount that is substantially equivalent to the preference that the other state of which the person is a resident denies to bidders or contractors who are residents of the State of Nevada.
- 7.6 In accordance with NRS 333.300(2), the submission of sealed bids to the Purchasing Division at the date, hour and location set forth in this ITB, must be publicly opened. The Purchasing Division may reject any or all bids, or may accept the bid determined best for the interest of the State.
- 7.7 Assistance for persons with disabilities who wish to attend the ITB opening is available through prearrangement with the buyer. Contact the buyer identified on the first page of this document.
- 7.8 In accordance with NRS 333.330(2) all bids must:
- 7.8.1 Be in writing and signed.
 - 7.8.2 Be sealed or, if the bid is submitted electronically, secured by an electronic equivalent of a seal, as approved by the Purchasing Division.
 - 7.8.3 Be opened and read publicly by the Purchasing Division
- 7.9 In accordance with NRS 333.340(1) every contract or order for goods must be awarded to the lowest responsible bidder. To determine the lowest responsible bidder, the Purchasing Division shall consider, if applicable, the imposition of the inverse preference described in NRS 333.336 and may consider:
- 7.9.1 The location of the using agency to be supplied.

- 7.9.2 The qualities of the articles to be supplied.
- 7.9.3 The total cost of ownership of the articles to be supplied.
- 7.9.4 Except as otherwise provided in paragraph 3.9.5, the conformity of the articles to be supplied with the specifications.
- 7.9.5 Articles which are an alternative to the articles listed in the original request for bids, whether or not the advertisement for bids included a statement that bids for an alternative article if:
 - 7.9.5.1 The specifications of the alternative article meet or exceed the specifications of the article listed in the original request for bids;
 - 7.9.5.2 The purchase of the alternative article results in a lower price; and
 - 7.9.5.3 The Chief deems the purchase of the alternative article to be in the best interests of the State.
- 7.9.6 The purposes for which the articles to be supplied are required.
- 7.9.7 The dates of delivery of the articles to be supplied.
- 7.9.8 Other weighted criteria as listed in Section 6, "Evaluation and Award Process" of this document.
- 7.10 The Purchasing Division shall not be obligated to accept low bid, but will make an award in the best interest of the State after all factors have been evaluated (NRS 333.300 paragraph 2).
- 7.11 In accordance with NRS 333.340(2), if a contract or an order is not awarded to the lowest bidder, the Purchasing Division shall provide the lowest bidder with a written statement which sets forth the specific reasons that the contract or order was not awarded to him.
- 7.12 In accordance with NRS 333.340(3), "total cost of ownership" includes, but is not limited to:
 - 7.12.1 The history of maintenance or repair of the articles;
 - 7.12.2 The cost of routine maintenance and repair of the articles;
 - 7.12.3 Any warranties provided in connection with the articles;
 - 7.12.4 The cost of replacement parts for the articles; and
 - 7.12.5 The value of the articles as used articles when given in trade on a subsequent purchase.
- 7.13 Bids may be withdrawn by written or facsimile notice received prior to the ITB opening time. Withdrawals received after the ITB opening time will not be considered except as authorized by NRS 333.350(3).

- 7.14 In accordance with NRS 333.350(4) each bid and the name of the person making the bid shall be entered on a record. The record, with the name of the successful bidder indicated thereon, shall be open for public inspection after the award of the contract. Tabulations of the bid evaluation are available for public inspection after the award of the contract by contacting the Purchasing Division.
- 7.15 Unless otherwise specified in this ITB, reference to a specific manufacturer or a specific product or model in the bid specifications does not restrict bidders to that manufacturer, product or model. This method is used to indicate the functional requirements (e.g., type, design, characteristics, quality) of the article desired. Bids may be considered on other manufacturer's products or other models determined by the Purchasing Division to be the functional equivalent of the product or model referenced.
- 7.16 Submission of a bid shall constitute an agreement to all terms and conditions specified in this ITB, including, without limitation, the Terms and Conditions for Purchase of Goods set forth in Section 4. Exceptions will be taken into consideration as part of the evaluation process.
- 7.17 When applicable, submission of a bid must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the bidder's standard contract language. The omission of these documents may render a bid non-responsive. A review of these documents may be necessary to determine if a bid is in the best interest of the State.
- 7.18 Prices offered in bids are an irrevocable offer for the term of the contract and any contract extensions unless otherwise specified in Section 5, Additional Requirements of this ITB.
- 7.19 Damages for breach of contract and penalties may be assessed by the Purchasing Division in accordance with NRS 333.365.
- 7.20 Any unsuccessful bidder may file an appeal in strict compliance with NRS 333.370.
- 7.21 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this ITB and any local government may join or use any contract resulting from this ITB subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this ITB.
- 7.22 In accordance with NRS 372.123 any vendor who enters into a contract with the State of Nevada and who sells tangible personal property in the State of Nevada is required to obtain a permit in accordance with NRS 372.125, and required to collect and pay the taxes imposed by law on the sale of tangible personal property in this State.

8. TERMS AND CONDITIONS FOR PURCHASE OF GOODS:

- 8.1 **ASSENT:** The State and Vendor agree that the State's acceptance of Vendor's Bid through the issuance of a written Notification of Award shall create a binding Contract.
- 8.2 **INCORPORATED DOCUMENTS:** The Contract shall consist of this Invitation to Bid, any amendments to this invitation to bid if applicable the Vendor's Bid and all documentation contained therein, and the Notification of Award, together with any subsequently-issued Purchase Order executed by a person with full power and authority to issue same on behalf of the State. A Vendor's Bid shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.
- 8.3 **DEFINITIONS:** "State" means the State of Nevada and any state agency identified herein.
- 8.4 **CONTRACT TERM:** This Contract shall be effective for the period indicated in the Invitation to Bid, unless sooner terminated by either party as set forth in this Contract. The Contract term may be extended in accordance with NRS 333.280.
- 8.5 **NOTICE:** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
- 8.6 **TERMINATION:**
- a. Without Cause. This Contract may be terminated upon written notice by mutual consent of both parties or by the State upon 5 days written notice without cause
 - b. State Termination for Nonappropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
 - c. Cause Termination for Default or breach default or breach may be declared with or without termination. Either party upon written notice of default or breach to the other party may terminate this Contract as follows:
 - i. If Vendor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Vendor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Vendor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Vendor's ability to perform; or
 - v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Vendor, or

any agent or representative of Vendor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the State that Vendor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (5), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding up Affairs upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to EA other all claims for fees and expenses and pay those that are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Vendor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency.

8.7 **REPRESENTATIONS AND WARRANTIES:** Vendor represents and warrants to the State:

a. Vendor Authorization: Vendor is duly organized, validly existing, and in good standing under the appropriate laws with full power and authority to conduct the business that it presently conducts in the State of Nevada. Vendor has the legal power and right to enter into and perform the Contract. Consummation of the transactions contemplated by the Contract will not violate any provision of law, or any of Vendors governing documents (articles of incorporation, partnership Contract, etc). Execution of the Contract and all documents provided for in the Contract by Vendor and its delivery to the State have been duly authorized by the board of directors or managing agents of Vendor and no further action is necessary on Vendor's part to make the Contract valid and binding on Vendor in accordance with its terms. Vendor has obtained all licenses and permits to perform all of its requirements under the Contract, and is current on all tax obligations to the State of Nevada or any other governmental entity in Nevada.

b. Bid Representations: All statements made by Vendor on any application, bid, proposal, offer, financial statement, or other document used by Vendor to induce the State to enter into the Contract are true, correct, complete, and omit no information which would render them misleading.

c. Use of Broker: Vendor agrees to indemnify the State from any damage, liability, or expense that it may suffer as a result of any claim of a broker or other finder with whom it is determined that Vendor has dealt in connection with the transactions contemplated under the Contract.

d. Express Warranties: For the period specified on the face of the Contract, Vendor warrants and represents EA of the following with respect to any goods

provided under the Contract, except as otherwise provided on the face of the Contract or in a Contract signed by both parties:

1. Fitness for Particular Purpose: The goods shall be fit and sufficient for the particular purpose set forth above.
 2. Fitness for Ordinary Use: The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the Contract are ordinarily intended is general government administration and operations.
 3. Merchantable, Good Quality, No Defects: The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.
 4. Conformity: The goods shall conform to the standards, specifications and descriptions set forth above. If Vendor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and if the sample should remain in the State's possession it shall be identified by the word "sample" and the signature of Vendor's sales representative.
 5. Uniformity: The goods shall be without variation, and shall be of uniform kind, quality, and quantity within EA unit and among all units.
 6. Packaging and Labels: The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, OSHA material safety data sheets and shall conform to all statements made on the label.
 7. Full Warranty: The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty -- Federal Trade Commission Improvement Act, 15 U.S.C. § 2301 *et seq.*, and implementing regulations 16 C.F.R. pts. 700-703, if applicable to this transaction.
 8. Title: Vendor has exclusive title to the goods and shall pass title to the State free and clear of all liens, encumbrances, and security interests.
- e. Infringement; Indemnity: Vendor warrants the purchase or use of the goods shall not infringe upon any United States or foreign patent, and Vendor shall indemnify the State against all judgments, decrees, costs, and expenses resulting from any alleged infringement and shall defend, upon written request of the State, at its own expense, any action which may be brought against the State, its vendees, lessees, licensees, or assigns, under any claim of patent infringement in the purchase or use of Vendor's goods. If the State is enjoined from using such goods, Vendor shall repurchase such goods from the State at the original purchase price. The State shall notify Vendor promptly in writing of any such suit. If the State compromises or settles any such suit without the written consent of Vendor, Vendor shall be released

from the obligations of this paragraph and from any liability to the State under any statute or other rule of law.

- f. Usage of Trade; Course of Dealings; Implied Warranties: Vendor shall also be bound by any other implied warranty that, at the time of execution of this Contract, prevails in the trade of government in the marketing area in and about the State of Nevada. Vendor shall also be bound by any other implied warranty arising through course of dealings between Vendor and the State from and after the execution of this Contract. Vendor shall also be bound by all warranties set forth in Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of issuance of the Notification of Award.
- g. Warranties Cumulative: It is understood that warranties created by this Contract, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under this Contract, are cumulative and should be construed in a manner consistent with one another.
- h. Priority of Warranties: If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in this Contract and any warranties implied by law, the parties agree that the specifications contained in this Contract shall be deemed technical and mere language of description.
- i. Beneficiaries of Warranties: Benefit of any warranty made in this Contract shall be in favor of the State, any of its political subdivisions or agencies, and any employee or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.

- 8.8 **DELIVERY, INSPECTION, ACCEPTANCE, TITLE, RISK OF LOSS:** Vendor agrees to deliver the goods as indicated in the Contract, and upon acceptance by the State; title to the goods shall pass to the State. The State shall have the right to inspect the goods on arrival and, within a commercially reasonable time, State must give notice to Vendor of any claim or damages on account of condition, quality, or grade of the goods, and the State must specify the basis of the claim in detail. Acceptance of the goods described in this Contract is not a waiver of UCC revocation of acceptance rights or of any right of action that the State may have for breach of warranty or any other cause. Unless otherwise stated above, risk of loss from any casualty, regardless of the cause, shall be on Vendor until the goods have been accepted and title has passed to the State. If given any, the State agrees to follow reasonable instructions regarding return of the goods.
- 8.9 **NO ARRIVAL, NO SALE:** The Contract is subject to provisions of no arrival, no sale terms. Proof of shipment is to be given by Vendor; each shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for rejection. The State may treat any deterioration of the goods as entitling the State to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the Contract.
- 8.10 **PRICE; TAXES; PAYMENT:** The price quoted is for the specified delivery, and, unless otherwise specified in the Contract, is F.O.B. (freight included) to the delivery address specified. Unless otherwise specified in the Contract, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which

shall be paid by the State, or in lieu thereof, the State shall provide Vendor with a tax exemption certificate acceptable to the applicable taxing authority. Unless otherwise specified in the Contract, payment shall be made by warrant drawn on the State of Nevada (in accordance with Nevada law) and mailed to Vendor at the address specified above (or to assignee if assignment is acknowledged by the State) within the time specified above.

- 8.11 **BREACH: REMEDIES:** Failure of either party to perform any obligation of the Contract shall be deemed a breach. In the event of a breach, the party asserting breach may, in addition to any remedies or rights afforded by Nevada law, cancel the Contract with respect to any executory obligations. All rights and remedies are cumulative with one another and with those provided by law, and exercise of one remedy or right is not a waiver of the right to pursue any other right or remedy afforded. Penalties provided under Nevada law (e.g. NRS 333.365) shall be limited to those in effect on the effective date of the Contract. Either party, as a prevailing party to any arbitration or other action regarding the enforcement of the Contract, is entitled to reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Vendor to any State agency.
- 8.12 **LIMITED LIABILITY:** The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.
- 8.13 **WAIVER OF BREACH:** A failure to assert any right or remedy available to a party under this Contract, or a waiver of the rights or remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Contract, unless such waiver is contained in a writing signed by the waiving party.
- 8.14 **SEVERABILITY:** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- 8.15 **ASSIGNMENT/DELEGATION:** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. No duties of either party may be delegated without written consent by the other party, and any such consent does not in any way affect the liability of the delegating party, unless the writing so states.
- 8.16 **FORCE MAJEURE:** Vendor shall not be liable for any delay in delivery or failure to deliver any or all of the goods where the delay or failure is caused by labor troubles, strikes, lockouts, war, riots, insurrection, civil commotion, failure of crops or supplies from ordinary sources, earthquake, fire, flood, storm, accident, any act of God or any other cause beyond the control of Vendor. State shall not be liable for failure to take delivery of the goods where any of the above causes prevent carrier or State from accepting delivery. But, in any case, the party claiming the benefit of this provision shall use due diligence to remove any such causes and to resume performance under this Contract as soon as is feasible. Performance by the other party shall be suspended and excused during the period

of any such delay or failure and performance shall resume as soon as possible after removal of the excuse.

- 8.17 **GOVERNING LAW; JURISDICTION:** The laws of Nevada, including, without limitation, Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of the Notification of Award, shall govern this Contract. The parties consent to the jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
- 8.18 **ENTIRE AGREEMENT; CONFLICT WITH OTHER DOCUMENTS:** This Contract (including all incorporated attachments) is intended by the parties as the final expression of their agreement and is the complete and exclusive statement of the terms hereof. All prior agreements are superseded and excluded. Prices, quantities, dates, and places of deliveries and means of transportation may be fixed by attachments to this Contract. Except as previously stated, if any term in any incorporated attachment or in any Vendor's invoice contradicts or negates a term in this Contract, this Contract shall control. All amendments must be in writing signed by the parties.

ATTACHMENT A

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF BID

Attachment A

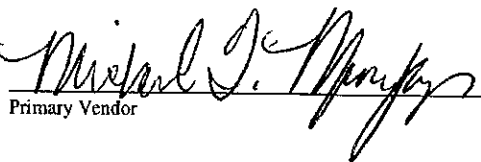
CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF BID

I have read, understand and agree to comply with the terms and conditions specified in this Invitation for Bid.

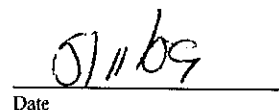
Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree. NO X Exceptions below:

SIGNATURE



Primary Vendor



Date

PRINT NAME Michael T. Murphy
Primary Vendor

EXCEPTION SUMMARY FORM

BID SECTION NUMBER	BID PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
3.5.1	8	Network Services does not work on a list price basis but on a cost plus basis by category.
3.1.4	11	Network may charge a 15% restocking fee for items ordered in error by the Customer. Network will not charge a restocking fee for items ordered in error due to the fault of the Network member distributor.

Attach additional sheets if necessary. Please use this format.

ATTACHMENT B

MCPA SPECIAL TERMS AND CONDITIONS

MCPA SPECIAL TERMS AND CONDITIONS

Standard Contract Terms and Conditions Multi-State Correctional Purchasing Alliance in conjunction with Western States Contracting Alliance

Note: Although some of the following terms and conditions are duplicates of the standard Nevada State terms and conditions, they are required by the MCPA by-laws.

PARTICIPANTS: Multi-State Purchasing Alliance (herein MCPA) is a cooperative group-contracting consortium for state government correctional departments, institutions, agencies and political subdivisions (i.e., county, city, etc.,) for the states of Arkansas, District of Columbia, Iowa, Kentucky, Minnesota, Missouri, Nevada, Rhode Island, South Dakota, Virginia, and Wyoming. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

QUANTITY ESTIMATES: MCPA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by bidder; otherwise, it will be considered that the bid is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the bid states "No substitute". Bids will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF BIDS: MCPA reserves the right to accept or reject any or all bids or parts of bids, and to waive informalities therein.

BID SAMPLES: Samples will be specifically requested in the bid invitation. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a bidder's request, transportation collect.

CASH DISCOUNT TERMS: Bidder may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment,

whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Bid prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids no bid may be modified or withdrawn.

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD: The award will be made to the lowest responsive and responsible bidder meeting specifications and all bid terms and conditions. Unless stated in the bid requirements or special terms and conditions, MCPA reserves the right to award items separately or by grouping items, or by total lot.

NON-COLLUSION: By signing the bid the bidder certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for MCPA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract MCPA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, MCPA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future bid solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions, which follow; the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the MCPA Contract Administrator showing the quantities and dollar volume of purchases by each agency. Delivery performance reports as well as returns details should be available quarterly.

HOLD HARMLESS: The contractor shall release, protect, indemnify and hold MCPA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW AND VENUE: This procurement shall be governed and the resulting contract(s) construed in accordance with the laws of Nevada. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the contract(s) shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.

DELIVERY: The prices bid shall be the delivered price to any MCPA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY As used herein "Buyer" refers to any MCPA state agency or political subdivision. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Buyer has relied on the contractor's skill or judgment to consider.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the MCPA Contract Administrator.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the MCPA Contract Administrator.

NONDISCRIMINATION: The bidder agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The bidder further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Bidder agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the bidder fails to comply with the provisions of these laws and regulations. The bidder must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond that party's reasonable control. MCPA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to

the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the bid, the unit prices will govern.

BID PREPARATION COSTS: MCPA is not liable for any costs incurred by the bidder in proposal preparation.

CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any MCPA participants to any officer or employee of MCPA or participating states to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind MCPA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for MCPA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the MCPA participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by MCPA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow MCPA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

ATTACHMENT C

REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the ITB process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor or subcontractor is required to complete Part A and send the following reference form to each business reference listed for completion of Part B. The business reference, in turn, is requested to submit the Reference Form directly to the State of Nevada, Purchasing Division by the requested deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Room 300
Carson City, NV 89701



Kenny C. Guinn
Governor

Greg Smith
Administrator

BID # 7628 REFERENCE QUESTIONNAIRE FOR: A Multi-state Contract for Disposable Culinary Items

Part A:

(Name of company requesting reference)

☐ As Primary Vendor

☐ As Subcontractor of _____
Name of Primary Vendor

Part B:

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Nevada, Purchasing Division via e-mail at **jbbumphreys@purchasing.state.nv.us**, or fax 775-684-0188 no later than **May 11, 2009 @ 5:00 PM** and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of Nevada Purchasing Division, (775) 684-0172. When contacting us, please be sure to include the Invitation to Bid number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with goods provided by the vendor?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this vendor's goods are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's goods are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's goods to your organization again?
COMMENTS:

ATTACHMENT D

PARTICIPATING STATES TERMS AND CONDITIONS

Attachment D

Participating States UNIQUE Terms and Conditions

WYOMING

Availability of Funds. Each payment obligation of the WDOC is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the Contract may be terminated by WDOC at the end of the period for which the funds are available. WDOC shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WDOC in the event this provision is exercised, and WDOC shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit WDOC to terminate this Contract to acquire similar services from another party.

ARKANSAS

Although Arkansas has indicated their desire to use any subsequent awards to this contract, they have not submitted any unique terms and conditions. Arkansas reserves the right to negotiate unique terms and conditions on their Participating Addendum

HAWAII

Although Hawaii has indicated their desire to use any subsequent awards to this contract, they have not submitted any unique terms and conditions. Hawaii reserves the right to negotiate unique terms and conditions on their Participating Addendum

MISSOURI

Although Missouri has indicated their desire to use any subsequent awards to this contract, they have not submitted any unique terms and conditions. Missouri reserves the right to negotiate unique terms and conditions on their Participating Addendum

ATTACHMENT E

BID EVALUATION FORM

STATE OF NEVADA, PURCHASING DIVISION

BID 7628

Multi-state Disposable Culinary Items*Bid Opening Date: May 13, 2009*

VENDOR NAME: _____

Evaluator Initials: _____

Item	Evaluation Criteria	Weight	Score (1-10)	Revised Score (1-10)
1.	Demonstrated Competence			
2.	Experience in performance of comparable engagements			
3.	Conformance with the terms of this RFP			
4.	Expertise and availability of key personnel			
5.	Reasonableness of cost			
	Total			

After reading vendor proposals, assign a score for each criterion above between 1 and 10, with 1=Poor and 10=Excellent. The Revised Score column should be left blank until the scheduled evaluation meeting.

Below is a brief description of the issues related to each factor.

1. Demonstrated competence. Did the vendor provide sufficient data to convince you that it will do a good job for the State? Was the proof compelling? Are you confident that this vendor has the knowledge, skills and abilities to perform all its tasks well? Will the vendor's resources be adequate to serve the State's needs? Does the vendor suggest new ways to enhance performance? Does the vendor have the flexible capacity to handle all the needs of the State as they continue to change? Did the vendor present sufficient performance history to convince you of its ability? Has the vendor been in business long enough to provide good stability? Has the vendor experienced ownership changes that would impact its services? Has there been any censure or litigation history?

2. Experience in performance of comparable engagements. Does the vendor have prior experience that will ensure all the skills necessary to perform tasks well? Did the vendor have success in other work for a private or governmental entity? Does the vendor's previous work convince you of its

successful completion of these duties? Has the vendor provided adequate references? (During the evaluation meeting, State Purchasing shall provide reference responses to questionnaires.)

3. Conformance with the terms of this RFP. Did the vendor's proposal provide all the necessary information requested in the RFP in a professional manner? Did the proposal cause doubt regarding its ability to complete the necessary tasks? Was the proposal easy to understand and did it provide answers to questions, or create more questions?

4. Expertise and availability of key personnel. Is the staff that will be assigned to this project by the vendor the best qualified to complete the tasks? Will they be available to insure completion of the project? Will they be available for follow-up issues? Is sufficient staff assigned to handle these duties? Is there a Nevada office or contact person? Will assigned staff respond to issues within a reasonable amount of time?

5. Reasonableness of cost. Has the vendor established a cost that is reasonable for the project? Is the State of Nevada receiving good value for its dollars? Does the fee appear cost-effective? Are the costs reasonable compared to the competition? Will there be any additional costs or other ongoing expenses?

ATTACHMENT F

List of Items/Estimated Usage for the State of Nevada
only.

11/17/2008 Disposable Culinary Items - MCPA Bid #200810

11/17/2008		Disposable Culinary Items - MCPA Bid #200810		Est.
Item #				Yearly Usage
				By Case
	CUPS/LIDS/PLATES:			
1	CUP	Paper: 1 1/2 oz; flat bottom, pleated, all purpose;		10
2	CUP	Paper: 2 oz; flat bottom, pleated, all purpose;		20
3	CUP	Paper: 3.5 oz; flat bottom, pleated, all purpose;		50
4	CUP	Styrofoam: 6oz; all-purpose; 1000 per case;		60
5	LID	To Fit 6oz. Styrofoam cup; 1000 per case;		10
6	CUP	Styrofoam: 8oz; all-purpose; 1000 per case;		6,189
7	LID	To fit 8oz. Styrofoam cup; 1000 per case;		468
8	CUP	Styrofoam: 10oz; all-purpose; 1000 per case;		198
9	CUP	Styrofoam: 12oz; all-purpose; 1000 per case;		300
10	LID	To fit 10oz. Styrofoam cup; 1000 per case;		50
11	SQUAT CUP	8 oz.; all purpose; 1000 per case		1,200
12	SQUAT CUP	12 oz. all purpose; 500 per case (SOOPER)		72
13	LID	To fit 8 oz. squat cups (#19) above, 1000 per case		279
14	LID	To fit 12 oz. squat cups (#19) above, 500 per case		72
15	PLATES	Polystyrene; 9"; 3 compartment; high sheened, 500 per case;		100
16	PLATES	Polystyrene; 9"; high sheened, 500 per case;		100
17	PLATES	Polystyrene; 6"; high sheened, 500 per case;		100
UTENSILS				
18	FORK	Plastic; medium weight; white; 1000 per case' Bunzl/Primesource		117
19	TEASPOON	1000 per case		165
20	KNIFE	1000 per case		3,000
21	SPORK	Duo purpose; Spoon/fork combination; 1000 per case		27,858
TRAYS/CONTAINERS				
22	TRAY	Disposable; fiber carry safe; 6 compartment; 8.5 x 12.5; to be delivered palletized on 48" x 48", 4-way entry pallets. 500 per case		177
23	TRAY	School Lunch; white; 6 compartment; 8.5 x 11.5 Styrofoam; 500 per case		5,091

24	TRAY	White; 6 compartment; 8.5" x 11.5 " Styrofoam; 200 per case;	15
	HINGED LID		
25	CONTAINER	Conventional; 3 compartment; Styrofoam; white; extra-large; 9 3/4 x 9 1/2 x 3; 200 per case	2,898
FOOD WRAP/ALUMINUM FOIL			
26	FOOD WRAP	Transparent plastic; self-clinging; tasteless Odorless; 12" x 2000' rolls;	72
27	FOOD WRAP	Transparent plastic; self-clinging; tasteless Odorless; 18" x 2000' rolls;	19,800
28	FOOD WRAP	Transparent plastic; self-clinging; tasteless Odorless; 24" x 2000' rolls;	72
29	ALUMINUM FOIL	24" x 1000' ;Extra heavy gauge;	72
30	ALUMINUM FOIL	18" x 1000' ; standard gauge;	3,555
31	ALUMINUM FOIL	15" x 1000' ; Heavy gauge;	180
32	ALUMINUM FOIL	12" x 1000' ; standard gauge;	24

Contract to be for 2 years. Cost to be FOB Destination.

Network Member Locations By State

State	Company	Address	Email/Phone
AK	Waxie Sanitary Supply http://www.waxie.com	4005 Spenard Road Anchorage, AK 98517	jfischer@waxie.com (907) 248-0404
		3606 Schacht Street Fairbanks, AK 99701	jfischer@waxie.com (907) 452-8538
AL		38804 K Beach Road Kenai, AK 99611	jfischer@waxie.com (800) 283-5870
	West Coast Paper Company http://www.wcps.com	2208 Spar Avenue Anchorage, AK 99501	askme@wcpco.com (907) 276-6191
	Athens Paper Company http://www.athenspaper.com	3838 7th Ave. North, Suites B & C Birmingham, AL 35222	comments@athenspaper.com (205) 595-8872
		9312-A Madison Blvd. Madison, AL 35758	comments@athenspaper.com (256) 772-8500
	Central Paper Co http://www.centralpaper-al.com/	140 W. Oxmoor Road Birmingham, AL 35209	(205) 942-6333
		1201 Newell Parkway Montgomery, AL 36110	(334) 244-0555
	DadePaper & Bag Company http://www.dadepaper.com	Gulf States 30427A County Road 49 Loxley, AL 36551	dadepaper@dadepaper.com (251) 964-1500
	Deas Paper Company, Inc. http://www.deaspaperco.com	1551 Azalea Road Mobile, AL 36693	slyons@deaspaperco.com (251) 666-4885
	Jackson Newell Paper Companies http://www.newellpaper.com	1104 Floyd Street Demopolis, AL 36732	(334) 289-3224
	Paper & Chemical Supply Company http://www.paperandchemical.com	1241 Gnat Pond Road Leighton, AL 35648	info@paperandchemical.com (256) 383-3912
AR		913 West Washington Athena, AL 35611	info@paperandchemical.com (256) 232-2570
		485 Production Avenue Madison, AL 35758	info@paperandchemical.com (256) 461-8333
	American Paper & Twine Co. http://www.apicommmerce.com	11611 Otter Creek South Rd. Little Rock, AR 72103	mwright@aaplcommarce.com (501) 224-1555
	Fort Smith Paper Company http://www.fortsmithpaper.com	5721 S. Zero Hwy Fort Smith, AR 72903	(479) 646-6171
	Kent H. Landsberg Co. http://www.landsberg.com/	1900 West University Dr., Suite 101 Tempe, AZ 85281	customerservice@landsberg.com (480) 333-6700
	Southwest Traders, Inc. http://www.southwesttraders.com	10401 W. Van Buren St. Tolleson, AZ 85353	juliel@southwesttraders.com (480) 785-1395
	Waxie Sanitary Supply http://www.waxie.com	2810 S. Roosevelt Street Tempe, AZ 85282	jfischer@waxie.com (480) 988-1212
		355 S. Euclid, Suite 105 Tucson, AZ 85719	jfischer@waxie.com (520) 629-9699
	Western Paper Distributors http://www.westernpaper.com	5502 West Buckeye Road, Suite 200 Phoenix, AZ 85043	info@westernpaper.com (602) 278-5208
	American Paper & Plastics, Inc. http://www.applinc.com	10511 E. Valley Blvd. El Monte, CA 91731	info@applinc.com (626) 444-0000
CA	Edward Don & Company http://www.edon.com/	11145 Inland Avenue Mira Loma, CA 91752	(951) 361-3500
	J C Paper Company http://www.jcpaper.com	47422 Kato Road Fremont, CA 94538	info@jcpaper.com (510) 413-4700
	Kent H. Landsberg Co. http://www.landsberg.com/	13397 Marlay St. A Fontana, CA 92337	customerservice@landsberg.com (951) 885-6380
		3878 South Willow Ave., #103 Fresno, CA 93725	customerservice@landsberg.com (559) 441-0206
		2100 East Valencia, Ste. B Fullerton, CA 92831	customerservice@landsberg.com (714) 525-4900
		31067 San Clemente Hayward, CA 94544	customerservice@landsberg.com (510) 468-8213
		1640 S. Greenwood Ave. Montebello, CA 90640	customerservice@landsberg.com (323) 728-7778
		2148 Eastman Ave. Oxnard, CA 93030	customerservice@landsberg.com (805) 278-5040
		1221 Tara Court Rocklin, CA 95765	customerservice@landsberg.com (916) 645-8100
		627 Brunken Avenue Salinas, CA 93901	customerservice@landsberg.com (831) 422-8262
		2408 Roll Drive; P.O. Box 901 San Diego, CA 92154	customerservice@landsberg.com 011-52-864-623-8100
		2124 Bering Dr. San Jose, CA 95131	customerservice@landsberg.com (408) 438-8010
		660 N. Twin Oaks Valley Rd.	customerservice@landsberg.com

separemb@884
(884) 574-0440

HI	Premium, Inc. http://www.premiuminc.net	3375 Koapaka Street Honolulu, HI 96819 16-204 Melekaheka Place Keeau, HI 96749	premium@premiuminc.net (808) 839-8832 premium@premiuminc.net (866) 823-6402
IA	Heartland Paper Company http://www.heartland-paper.com/	6023 Enterprise Drive Cedar Falls, IA 50613 1510 South Garfield Place Mason City, IA 50401 1801 Terminal Drive Sioux City, IA 51105	(319) 266-4692 (641) 423-0334 (712) 258-3524
ID	National Paper & Sanitary Supply http://www.npaper.com/ Gem State Paper & Supply http://www.gemstatepaper.com	10052 Justin Drive, Suite H Urbandale, IA 50322 1801 Highland Avenue East Twin Falls, ID 83301 10189 W. Emerald Street Boise, ID 83704 245 W. Alameda Pocatello, ID 83201	(402) 330-5507 (208) 733-6081 (208) 658-0449 (208) 232-8966
	Waxie Sanitary Supply http://www.waxie.com	2240 S. Cole Road; Suite 110 Boise, ID 83709 3839 South American Way Idaho Falls, ID 83402	jfischen@waxie.com (208) 376-8700 jfischen@waxie.com (208) 552-1300
	West Coast Paper Company http://www.wcpc.com	3511 South TK Avenue Boise, ID 83705 130 S. Colorado Idaho Falls, ID 83402	askms@wcpc.com (208) 336-9092 askms@wcpc.com (208) 524-2192
IL	Clark Products, Inc. http://www.clarkproducts.com/	950 Arthur Avenue Elk Grove Village, IL 60007 1616-C West Chanute Road Peoria, IL 61615	(847) 956-1730 (309) 693-3636
	Edward Don & Company http://www.edon.com/ Falk Paper Company http://www.falkpaper.com/ HP Products http://www.hpproducts.com/ Kent H. Landsberg Co. http://www.kentlandsberg.com/	2500 S. Harlem North Riverside, IL 60548 2720 6th Street Rock Island, IL 61201 11800 S. Austin, Suite C Alsip, IL 60803 100 Progress Road Lombard, IL 60148 215 N. Fair St. Sycamore, IL 60178 582 Michigan St. Elmhurst, IL 60126 101 E. Palatine Road Wheeling, IL 60090 1802 Industrial Park Drive, Suite A Normal, IL 61761 2627 Ellington Road Quincy, IL 62305 690 Southrock Drive Rockford, IL 61102 2101 Claire Court Glenview, IL 60025	(708) 883-8000 (309) 788-0436 info@hpproducts.com (708) 297-9100 customerservice@klandsberg.com (630) 629-9700 customerservice@klandsberg.com (815) 895-8181 info@kranzinc.com (888) 638-2201 whk@midlandpaper.com (847) 777-2700 nml@midlandpaper.com (309) 888-2106 mk@midlandpaper.com (847) 242-2450 rok@midlandpaper.com (815) 987-3380
IN	North American Corporation http://www.nacorporation.com/ Acorn Distributors, Inc. http://www.acorndistributors.com/ Clark Products, Inc. http://www.clarkproducts.com/ HP Products http://www.hpproducts.com/ Kellermeyer Company http://www.kellermeyer.com	5820 Fortune Circle West Drive Indianapolis, IN 46241 2191 Airwest Boulevard Plainfield, IN 46168 4220 Saguaro Trail Indianapolis, IN 46268 421 Fernhill Ave. Fort Wayne, IN 46805 545 W. Edison Road Mishawaka, IN 46545 4635 W 84th St., Suite 500 Indianapolis, IN 46268 129 N. Randolph Avenue Clarksville, IN 47129 9734 Pflumm Lenexa, KS 66215 3830 N. Bridgeport Circle Wichita, KS 67219 2081 Buck Lane Lexington, KY 40511 7855 National Turnpike Louisville, KY 40214	(847) 832-4000 (317) 243-9234 (317) 837-7960 info@hpproducts.com (317) 298-9850 info@kellermeyer.com info@kellermeyer.com (574) 256-5556 customerservice@landsberg.com (317) 897-4300 (812) 282-6613 (913) 894-8787 (316) 838-7755 comments@athenspaper.com (606) 231-8800 comments@athenspaper.com (502) 361-3800 tim@baumannpaper.com
KS	Kent H. Landsberg Co. http://www.kentlandsberg.com/ Paper Products, Inc., d/b/a Diversified Distributi http://www.diversified-distribution.com Regal Distributing Co., Inc. http://www.getregal.com Southwest Paper Company, Inc. http://www.swpaper.com		
KY	Athens Paper Company http://www.athenspaper.com Baumann Paper Co., Inc.	1601 Baumann Drive	

	http://www.baymannpaper.com	Lexington, KY 40511	(659) 252-8891
	Clark Products, Inc.	4830 Jennings Lane	
	http://www.clarkproducts.com/	Louisville, KY 40218	(502) 969-9321
	HP Products	1536 Bloom Avenue	info@hproducts.com
	http://www.hproducts.com/	Paducah, KY 42003	(270) 442-8292
LA	Dixie Paper Company, Inc.	148 Country Club Circle	andy@dixiepaper.net
	http://www.dixiepaper.net	Minden, LA 71055	(318) 371-1954
	Economical Janitorial & Paper Supplies, Inc.	1420-F Sams Avenue	mike@economicaljanitorial.com
	http://www.economicaljanitorial.com	Harahan, LA 70123	(504) 464-7166
MA	Eastern Bag & Paper Group, The	65 Sunnyslope	
	http://www.easternbag.com	Tewksbury, MA 01876	(978) 640-0900
	Mansfield Paper Company, Inc.	380 Union Street (01088)	
	http://www.mansfieldpaper.com	West Springfield, MA 01080	(413) 781-2000
	Perkins Paper, Inc.	630 John Hancock Road	
	http://www.perkins1.com	Taunton, MA 02780	(508) 824-2800
		109 Cadwell Dr.	
		Springfield, MA 01104	(413) 736-6354
MD	Acme Paper & Supply Co.	8229 Sandy Court	info@acmapaper.com
	http://www.acmapaper.com	Savage, MD 20763	(410) 792-2333
	DadePaper & Bag Company	9001 Hampton Overlook	dadepaper@dadepaper.com
	http://www.dadepaper.com	Capitol Heights, MD 20743	(301) 499-1700
	QUAKER CITY * Sterling * Alrwick	56 W. Timonium Rd.	sterling@quakercitypaper.com
	http://www.quakercitypaper.com	Timonium, MD 21083	(410) 252-3800
	S. Freedman & Sons, Inc.	3322 Penny Drive	info@sreedmand.com
	http://www.sreedman.com	Landover, MD 20785	(301) 322-5000
ME	Perkins Paper, Inc.	510 County Road	gparkins@perkins1.com
	http://www.perkins1.com	Westbrook, ME 04092	(207) 774-2787
MI	Clark Products, Inc.	6635 Sterling Drive South	
	http://www.clarkproducts.com/	Sterling Heights, MI 48312	(586) 939-1800
	HP Products	8652 Heggerty Road, Suite 200	info@hproducts.com
	http://www.hproducts.com/	Belleville, MI 48111	(734) 389-5700
	Kellermeyer Company	11850 Belden Ct.	info@kellermeyer.com
	http://www.kellermeyer.com	Livonia, MI 48150	(734) 458-2006
	Nichols	1391 Judson Road	
	http://www.enichols.com	Spring Lake, MI 49456	(231) 799-2120
		4787 Broadmoor, Suite 1	
		Grand Rapids, MI 49512	(888) 242-3380
		807 Productions Place	
		Holland, MI 49423	(616) 393-1951
		1810 East High Street	
		Jackson, MI 49203	(517) 787-8612
		2360 South Airport Rd.	
		Traverse City, MI 49684	(231) 829-2180
MN	C.J. Duffy, a division of Falk Paper Company	1222 Port Terminal Dr.	
	http://www.duffypaper.com	Duluth, MN 55802	(218) 733-9526
		528 Washington Avenue North	
		Minneapolis, MN 55401	(612) 338-6701
	Clark Products, Inc.	3025 Lunar Lane, Suite 100	
	http://www.clarkproducts.com/	Eagan, MN 55121	(651) 489-2133
	Dacotah Paper Company	101 Minnesota Avenue	dacotah@dacotahpaper.com
	http://www.dacotahpaper.com	Bernicji, MN 55801	(218) 751-1550
		1321 South 2nd Avenue	dacotah@dacotahpaper.com
		Virginia, MN 55792	(218) 741-7644
	Daleo Enterprises, Inc.	300 Fifth Avenue NW	daleo@dalcconline.com
	http://www.dalcconline.com	New Brighton, MN 55112	(651) 604-2986
		4133 Stebner Road	duluth@dalcconline.com
		Duluth, MN 55811	(218) 729-6551
		42 Wood Lake Drive SE	rochester@dalcconline.com
		Rochester, MN 55904	(507) 288-3388
	Falk Paper Company	618 North 3rd Street	
	http://www.falkpaper.com/	Minneapolis, MN 55401	(612) 332-8626
	Midland Paper, Packaging & Supplies	1880 Southeast Elm St.	
	http://www.midlandpaper.com/	Minneapolis, MN 55413	(612) 823-2405
	Rapid Packaging, Inc.	8700 109th Ave. N. #300	
	http://www.rapidpackaging.com	Champion, MN 55316	(763) 404-8900
MO	Clark Products, Inc.	4581 West Maple Street	
	http://www.clarkproducts.com/	Springfield, MO 65805	(417) 831-2611
	HP Products	4774 Park 370 Place, Suite 10	info@hproducts.com
	http://www.hproducts.com/	Hazelwood, MO 63042	(314) 423-2323
	Industrial Soap Company	722 S. Vandeventer Avenue	
	http://www.industrialsoap.com	St. Louis, MO 63110	(314) 241-6363
	Kent H. Landsberg Co.	4142 Rider Trail North, Ste. 100	customerservice@landsberg.com
	http://www.landsberg.com/	Earth City, MO 63045	(314) 209-7880
	Renard Paper Company, Inc.	4485 Manchester Avenue	
	http://www.renardpaper.com	St. Louis, MO 63110	(314) 371-4422

MS	Athens Paper Company http://www.athenspaper.com Jackson Newell Paper Companies http://www.newellpaper.com	540 Ford Avenue Jackson, MS 39209 4400 ? C Mangum Drive Flowood, MS 39232 1816 7th Avenue South Columbus, MS 39703 5182 Hwy 42 Bypass Hattiesburg, MS 39403 1212 Grand Avenue Meridian, MS 39301	comments@athenspaper.com (601) 960-0888 (800) 844-5449 (662) 327-1487 (601) 582-3371 (601) 693-1783
MT	Lystade, a division of Heartland Paper Company http://www.heartland-paper.com West Coast Paper Company http://www.wccc.com	1630 S. 32nd St. W Suite B Billings, MT 59102 730 Holmes Missoula, MT 59801	naccontact@heartland-paper.com (406) 259-5068 askma@wccc.com (406) 542-7317
MX	Kent H. Landsberg Co. http://www.landsberg.com/	Circuito Interior #460; Cd. Juarez, Chihuahua Chihuahua, CP, MX 32703 Blvd. Circuito Siglo XXI #2045; Centro D Mexico, BC, MX 21010 Blvd. La Carreta #700; Parique Ind. Belens Zapopan, Jal, MX 45140	customerservice@landsberg.com 011-52-666-883-4099 customerservice@landsberg.com 011-52-688-585-8094 customerservice@landsberg.com 011-52-33-3384-7032
NC	Athens Paper Company http://www.athenspaper.com Dade Paper & Bag Company http://www.dadepaper.com Kelsan Inc. http://www.kelsan.biz M. Conley Company, The http://www.conleypackaging.com Pollock Paper Distributors http://www.pollockpaper.com Southeastern Paper Group http://www.sepapergroup.com	5901-A Long Creek Park Drive Charlotte, NC 28269 6530 Judge Adams Road, Suite A Whitsett, NC 27377 2233 Interstate North Drive, Suite E Charlotte, NC 28208 3070 Gastonia Highway Lincolnton, NC 28092 6965 Northpark Blvd., Suite H Charlotte, NC 28208 6201 Corporate Park Dr. Browns Summit, NC 27214	comments@athenspaper.com (704) 598-4003 dadepaper@dadepaper.com (336) 603-5100 koodia@kelsan.biz (704) 318-8027 custserv@conley.com (704) 736-0600 tracy.evatt@pollockpaper.com (704) 599-9433 sepapergroup@sepapergroup.com (336) 375-8002
ND	Dacotah Paper Company http://www.dacotahpaper.com Lystade, a division of Heartland Paper Company http://www.heartland-paper.com Midland Paper, Packaging & Supplies http://www.midlandpaper.com/	3940 15th Avenue North Fargo, ND 58102 2890 30th Street North Grand Forks, ND 58203 740 11th Avenue NE West Fargo, ND 58078	dacotah@dacotahpaper.com (701) 281-1734 (701) 772-7167 (847) 777-2670
NE	National Paper & Sanitary Supply http://www.npaper.com/	2511 S. 156th Circle Omaha, NE 68130	(402) 330-5507
NH	Central Paper Products Company, Inc. http://www.centralpaper.com Perkins Paper, Inc. http://www.perkins1.com	350 Gay Street Manchester, NH 03108 359 Elm St. Manchester, NH 03101	mikewury@centralpaper.com (603) 624-4084
NJ	American Paper & Supply Company http://www.americanpaperowel.com Clark Products, Inc. http://www.clarkproducts.com/ Eastern Bag & Paper Group, The http://www.easternbag.com Edward Don & Company http://www.edon.com/ Kent H. Landsberg Co. http://www.landsberg.com/ McShane Enterprises, Inc. http://www.winansmcshane.com	10 Industrial Road Carlstadt, NJ 07072 500 Fardena Blvd. Carteret, NJ 07008 401A Cabot Drive Hamilton, NJ 08619 84 Stemmers Lane Westampton, NJ 08060 115 Melich Rd., Ste. 5 Cranbury, NJ 08512 120 Tices Lane Brunswick, NJ 08816	jshapiro@americanpaperowel.com (201) 839-4200 epesbody@clarkproducts.com (732) 750-1900 (609) 261-0437 customerservice@landsberg.com (609) 249-5200 (888) 946-2671
NM	Western Paper Distributors http://www.westernpaper.com	8000 Blue Water Rd., N.W., Suite D Albuquerque, NM 85043	info@westernpaper.com (800) 835-4812
NV	Gem State Paper & Supply http://www.gemstatepaper.com Waxie Sanitary Supply http://www.waxie.com	988 W. Main Street Eko, NV 88801 277 Pilot Road Las Vegas, NV 89119	(775) 738-5103 jfischer@waxie.com (702) 263-0863
NY	Hill & Markes, Inc. http://www.hillandmarkes.com Johnston Paper Company http://www.johnstonpaper.com Paper Enterprises, Inc. http://www.paperenterprises.com Perkins Paper, Inc. http://www.perkins1.com	120 Edson Street Amsterdam, NY 12010 2 Eagle Drive Auburn, NY 13021 770 East 132nd Street Bronx, NY 10454 208 Wentblay Road New Windsor, NY 12553	info@hillmarkes.com (518) 842-2410 info@johnstonpaper.com (315) 253-8435 info@paperenterprises.com (718) 402-1200 execdata@aol.com (845) 587-1100
OH	Acorn Distributors, Inc. http://www.acorndistributors.com/ HP Products http://www.hpproducts.com/	324 East Second Avenue Columbus, OH 43201 7830 Palace Drive Cincinnati, OH 45249 5700 Green Pointe Dr., Suite B	(614) 294-8444 info@hpproducts.com (613) 683-8553 info@hpproducts.com

	Kellermeyer Company http://www.kellermeyer.com	Groveport, OH 43125 475 West Woodland Circle Bowling Green, OH 43402 3151 Hill Avenue Toledo, OH 43607 1312 Fourth St. SE Canton, OH 44707 9500 Glades Drive, West Chester Township Hamilton, OH 45011 1230 Findley St. Cincinnati, OH 45214 38 Arrowhead South Rd. Portsmouth, OH 45862 327 East Main Street Ada, OK 74820 4532 Enterprise Drive Oklahoma City, OK 73128 2727 W. Reno Oklahoma City, OK 73107 27979 SW 95th Ave., Suite 101 Wilsonville, OR 97070 3005 N. Wygant Portland, OR 97217 4772 NE 190th Lane Gresham, OR 97230 525 Wilson Street Eugene, OR 97402 3600 Avion Drive Medford, OR 97504 16705 N.E. Mason St. Portland, OR 97230 1910 S. Columbus Blvd. Philadelphia, PA 19148 27th & North Church St. Hazleton, PA 18201 36 Terminal Way, SS Pittsburgh, PA 15219 2801 Red Lion Road Philadelphia, PA 19154 300 N. Sherman St. York, PA 17403 2200 Hummingbird Lane Harrisburg, PA 17112 Ctr de Distr. Del Norte 1, SR 889 Km 4.2, Barrio Las Palmas Catano, PR 00982 50 Old Black Stock Road Spartanburg, SC 29301 The Atlantic Center, 550 Century Circle Conway, SC 29526 939 Commerce Circle Hanahan, SC 29406 808 W. Cherokee Sioux Falls, SD 57104 1908 Creek Drive Rapid City, SD 57701 2134 Amnicola Hwy. Chattanooga, TN 37406 4715 Middlecreek Lane Knoxville, TN 37921 4589 Distriplex Drive West Memphis, TN 38118 7400 Cockrill Bend Nashville, TN 37209 2005 Amnicola Hwy Chattanooga, TN 37406 4715 Middle Creek Lane Knoxville, TN 37921 4155 New Getwell Road Memphis, TN 38118 1898 Elm Tree Drive Nashville, TN 37210 1300 Chestnut Street Chattanooga, TN 37402 4113 South Creek Road Chattanooga, TN 37406	(814) 285-1520 info@kellermeyer.com (419) 354-2127 info@kellermeyer.com (419) 535-0300 custserv@moonlay.com (330) 456-6243 (513) 942-5453 (513) 578-1762 (800) 837-2303 (580) 332-7943 tracy.evatt@pollockpaper.com (405) 949-0748 (405) 236-1641 customerservice@landsberg.com (503) 682-4600 gnederson@servicepaper.com (503) 285-7516 jfischer@waxie.com (603) 674-0002 askme@wcpc.com (541) 836-1235 askme@wcpc.com (541) 779-0400 askme@wcpc.com (603) 228-6561 fdubin@dublinpaper.com (215) 462-7900 frezone@otd.net (570) 454-5255 (412) 481-6200 info@pannarseypaper.com (215) 671-9800 csales@quakercitypaper.com (717) 843-9061 (800) 432-8429 dadepaper@dadepaper.com (787) 275-1414 (800) 858-7230 sapaper@sapapergroup.com (800) 858-7230 (800) 858-7230 (805) 336-1190 (605) 342-6042 mwright@apcommerce.com (423) 622-8008 mwright@apcommerce.com (865) 330-8800 mwright@apcommerce.com (901) 542-0090 mwright@apcommerce.com (615) 350-9000 comments@athenspaper.com (423) 493-5900 comments@athenspaper.com (423) 584-7400 comments@athenspaper.com (901) 367-1177 comments@athenspaper.com (615) 889-7900 custserv@jacobsenpaper.com (423) 266-2728 jkbodla@kelsan.biz (423) 624-0068
OK	Fort Smith Paper Company http://www.fortsmithpaper.com Pollock Paper Distributors http://www.pollockpaper.com Southwest Paper Company, Inc. http://www.swpaper.com		
OR	Kent H. Landsberg Co. http://www.landsberg.com/ Service Paper Company http://www.servicepaper.com Waxie Sanitary Supply http://www.waxie.com West Coast Paper Company http://www.wcpc.com		
PA	Dubin Paper Company http://www.dublinpaper.com Franz Janitorial Service & Supply, Inc. Paper Products Company, Inc. http://www.paperproducts-pgh.com Penn Jersey Paper http://www.pennjerseypaper.com QUAKER CITY * Sterling * Alrwick http://www.quakercitypaper.com		
PR	DadePaper & Bag Company http://www.dadepaper.com		
SC	Southeastern Paper Group http://www.sepapergroup.com		
SD	Heartland Paper Company http://www.heartland-paper.com/		
TN	American Paper & Twine Co. http://www.apcommerce.com Athens Paper Company http://www.athenspaper.com Jacobs Wholesale Paper Company http://www.jacobsenpaper.com Kelsan Inc. http://www.kelsan.biz		

	3000-B Buffalo Road Johnson City, TN 37601	jkhodle@kelsan.biz (423) 928-1171
	2508 Perimeter Place Drive Nashville, TN 37214	jkhodle@kelsan.biz (615) 259-9425
	5109 National Drive Knoxville, TN 37914	jkhodle@kelsan.biz (865) 525-7132
	3655 Knight Road, Suite 11 Memphis, TN 38118	customerservice@landsberg.com (901) 566-2530
TX	3010 Highway 31 East Tyler, TX 75702	andy@dixiepaper.net (903) 597-4000
	3501 Plano Parkway The Colony, TX 75058	(972) 624-7260
	11333 Rojas Drive, Suite C El Paso, TX 79836	customerservice@landsberg.com (915) 872-1616
	4151 Highway 121 North Grapevine, TX 76051	customerservice@landsberg.com (972) 724-2828
	10000 W. Sam Houston Pkwy. North Houston, TX 77064	customerservice@landsberg.com (713) 326-5678
	5280 Tex Oak Ave. Dallas, TX 75235	(214) 879-7000
	301 S. 6th Street Waco, TX 76701	(800) 460-9999
	1505 E. Harrison Road Longview, TX 75804	(903) 757-9900
	1 Pollock Place Grand Prairie, TX 75050	tracy.evatt@pollockpaper.com (972) 263-2126
	11212 Metric Blvd., Suite 200 Austin, TX 78758	tracy.evatt@pollockpaper.com (512) 832-5681
	6001 West by Northwest Houston, TX 77040	tracy.evatt@pollockpaper.com (713) 934-6800
	3802 Binz-Engleman Road, Suite 143 San Antonio, TX 78219	tracy.evatt@pollockpaper.com (210) 226-5181
	4554 Barnett Rd. Wichita Falls, TX 76310	tracy.evatt@pollockpaper.com (940) 786-4301
	8900 Old Hickory Trail Dallas, TX 75227	juliel@southwesttraders.com (972) 296-0077
	8050 Harrisburg Blvd. Houston, TX 77012	juliel@southwesttraders.com (713) 828-8700
UT	745 N. Overland Rd. North Salt Lake City, UT 84054	(801) 266-6475
	2538 S 3650 W Salt Lake City, UT 84120	jfischer@waxie.com (801) 872-3286
	525 North, 3050 East, Suite 102 St. George, UT 84790	jfischer@waxie.com (435) 652-9990
VA	815 Perry Street Richmond, VA 23224	info@acmapaper.com (804) 233-8336
VT	280 Seward Rd. Rutland, VT 05702	mfoleyr@foleydistributing.com (802) 773-3738
WA	20208 72nd Ave., South Kent, WA 98032	customerservice@landsberg.com (253) 788-6200
	3902 E. Ferry Spokane, WA 99202	renlon@servicepaper.com (509) 634-1515
	3324 Lind Avenue S.W. Renton, WA 98055	(425) 981-8700
	49 37th Street NW Auburn, WA 98001	jfischer@waxie.com (253) 735-3300
	623 S. Wenatchee Avenue Wenatchee, WA 98801	jfischer@waxie.com (509) 663-0706
	23200 64th Ave. S. Kent, WA 98032	askma@wcpc.com (253) 850-1800
	5115 W. Brinkley Road, #A Kennewick, WA 98336	askma@wcpc.com (509) 737-3133
	15321 East Marlette Ave. Spokane Valley, WA 99216	askma@wcpc.com (509) 747-3133
WI	730 Lambeau Street Green Bay, WI 54303	(920) 499-1451
	1100 Marlin Court Waukasha, WI 53186	(262) 850-8400
	2110 Enterprise Avenue LaCrosse, WI 54603	lacrossa@laksonline.com (608) 781-2534
	2200 DeKoven Ave Racine, WI 53403	info@kranzinc.com (262) 638-2200
	4826 W. Converters Drive Appleton, WI 54913	app@midlandpaper.com (920) 739-5656
	2738 Progress Road	
	Kent H. Landsberg Co. http://www.landsberg.com/	
	Dixie Paper Company, Inc. http://www.dixiepaper.net	
	Edward Don & Company http://www.edon.com/	
	Kent H. Landsberg Co. http://www.landsberg.com/	
	Olmsted-Kirk Equipment & Supply Co http://www.eksupplyco.com	
	Pollock Paper Distributors http://www.pollockpaper.com	
	Southwest Traders, Inc. http://www.southwesttraders.com	
	Carpenter Paper Company of Utah http://www.carpenterpaper.net	
	Waxie Sanitary Supply http://www.waxie.com	
	Acme Paper & Supply Co. http://www.acmapaper.com	
	Foley Distributing Corp. http://www.foleydistributing.com	
	Kent H. Landsberg Co. http://www.landsberg.com/	
	Service Paper Company http://www.servicepaper.com	
	Waxie Sanitary Supply http://www.waxie.com	
	West Coast Paper Company http://www.wcpc.com	
	Belson Company http://www.belsonco.com	
	Clark Products, Inc. http://www.clarkproducts.com/	
	Delco Enterprises, Inc. http://www.delcogonline.com	
	Kranz, Inc. http://www.kranzinc.com/	
	Midland Paper, Packaging & Supplies http://www.midlandpaper.com/	

WV Schilling Supply Company
<http://www.schillingsupply.com>
Phillips Supply Company
<http://www.phillipsupply.com>
R.D. Wilson-Sons & Company

Madison, WI 53716
8801 N. 91st St.
Milwaukee, WI 53224
8305-B Stewart
Wausau, WI 54401
2435 Hauser Street
La Crosse, WI 54603
1406 Bigley Avenue
Charleston, WV 45302
350A Wilsonburg Road
Clarksburg, WV 26302

(808) 223-6532
mke@midlandpaper.com
(414) 371-6120
wsa@midlandpaper.com
(847) 777-2640

(606) 781-8100
stone@phillipsupply.com
(800) 928-0175
(304) 624-7549

Network Member Locations in Canada

Province	Company	Address	Email/Phone
Alberta	Wood Wyant, Inc. http://www.woodwyant.com	Bay 118, 3442 118th Ave., SE Calgary, AB T2Z 3X1	(403) 219-0352
British Columbia		4400 Minto Road Castlegar, BC V1N 4B3	(250) 365-3111
		100-185 Golden Drive Coquitlam, BC V3K 6T1	(604) 945-7810
		400 West Broadway Vancouver, BC V6Y 1R3	(604) 879-9181
Manitoba		1453 Church Avenue Winnipeg, MB R2X 2X9	(204) 697-0006
Nova Scotia		27 Fielding Avenue Dartmouth, NS B3B 1C9	(902) 468-2688
Ontario		2910 Brighton Road - Unit 1 Oakville, ON L6H 5S3	
		1725 McPherson Court Pickering, ON L1W 3H9	(905) 837-9300
		281 North Street Sault Ste-Marie, ON P6A 1M7	(705) 759-8365
		826 Kingsway Sudbury, ON P3B 2E5	(705) 675-1392
Quebec		35 -2 de Lauzon Boucherville, QC J4B 1E7	
		201-E, rue Devesault, Richlieu Industrial Zone Gatineau, QC J8Z 1S7	(819) 777-4821
		3025 rue Joseph Armand Bombardier Laval, QC H7P 6C5	(450) 680-9723
		275 Avenue Saint Sacrement Quebec, QC G1N 3Y1	(877) 277-9835
		42, rue de l'Artisan Victoriaville, QC G8P 7E3	(819) 756-1541
		11424 184th Street Edmonton, QC T5S 2W7	(780) 453-1100

ATTACHMENT G

PRODUCT SPECIFICATION/PRICING

Vendor Name: Network Services Company

Note: If bidding other than "As Specified" on any items vendor must submit manufacturer's brochure with the bid. SAMPLES ARE REQUIRED FOR EVERY ITEM THAT YOU BID.

<u>Description</u>	<u>Unit Quantity</u>	<u>Extended Price</u>	<u>Price</u>
Section I: CUPS, LIDS AND PLATES			
1.01 Cup; Paper: 1 1/2 oz; flat bottom, pleated, heavy-duty; Unprinted white; Sweetheart/Solo; 5,000 per case Specify Mfr. & No. _Solo Cup 125-2050	10 CS	\$356.32	___\$35.63
1.02 Cup; Paper: 2 oz; flat bottom, pleated, heavy-duty; Unprinted white; Sweetheart/Solo; 5,000 per case Specify Mfr. & No. _Genpak F200	20 CS	\$807.13	___ \$40.36
1.03 Cup; Paper: 3.5 oz. flat bottom, pleated, heavy-duty; Water drinking; Unprinted white; Sweetheart/Solo Solo Cup 325P-2050	50 CS	\$4,015.52	___\$80.31
1.04 Cup; Styrofoam: 6oz; all-purpose; 1000 per case; WinCup 6C6W Specify Mfr. & No. _Dart 6J6	60 CS	\$831.72	___ \$13.86
1.05 Lid; To Fit 6oz. Styrofoam cup; 1000 per case; WinCup L6V Specify Mfr. & No. _Dart 6JL	10 CS	\$91.84	___ \$9.18
1.06 Cup; Styrofoam: 8oz; all-purpose; 1000 per case; WinCup H8S Specify Mfr. & No. _Dart 8J8	6189 CS	\$100,660.17	___\$16.26
1.07 Lid; To Fit 8oz. Styrofoam cup; 1000 per case; WinCup L8V Specify Mfr. & No. _Dart 8JL	468 CS	\$4,394.90	___\$9.39
1.08 Cup; Styrofoam: 10oz; all-purpose; 1000 per case; WinCup L10S Specify Mfr. & No. _Dart 10J10	198 CS	\$4,094.28	___\$20.68
1.09 Cup; Styrofoam: 12oz; all-purpose; 1000 per case; WinCup C12A Specify Mfr. & No. _Dart 12J12	300 CS	6,903.45	___\$23.01

Vendor Name: _____

- | | | | |
|------|--|---------|------------------------|
| 1.10 | Lid; To fit 10oz. Styrofoam cup; 1000 per case;
Wincup L10V
Specify Mfr. & No. ___Dart 10JL | 50CS | \$535.06 ___\$10.70 |
| 1.11 | Squat Cup; 8 oz.; all purpose; 1000 per case
WinCup F8M
Specify Mfr. & No. ___Dart 8SJ12 | 1200 CS | \$29,351.72 ___\$24.46 |
| 1.12 | Squat Cup; 12 oz. all purpose; 500 per case (SOOPER)
WinCup F12
Specify Mfr. & No. ___Dart 12SJ20 | 72 CS | \$1,298.48 ___\$18.03 |
| 1.13 | Lid; To fit 8 oz. squat cups above, 1000 per case
WinCup FL6CV
Specify Mfr. & No. ___Dart 12JL | 279 CS | \$3,319.14 ___\$11.90 |
| 1.14 | Lid; To fit 12 oz. squat cups above, 500 per case
WinCup FL8NV
Specify Mfr. & No. ___Dart 20JLNV packed 1000 | 72 CS | \$1,136.28 ___\$15.78 |
| 1.15 | Plates; Polystyrene; 9"; 3 compartment;
High sheened, 500 per case: Pactiv TK-10011
Specify Mfr. & No. ___Genpak LAM39 | 100 CS | \$1688.51 ___\$16.89 |
| 1.16 | Plates; Polystyrene; 9"; high sheened, 500 per case
Pactiv TK-10009
Specify Mfr. & No. ___Genpak LAM09 | 100 CS | \$1688.51 ___\$16.89 |
| 1.17 | Plates; Polystyrene; 6"; high sheened, 500 per case;
Pactiv TK-10006
Specify Mfr. & No. ___Genpak LAM06 | 100 CS | \$1,783.91 ___\$17.84 |

Section 2: UTENSILS

- | | | | |
|------|---|--------|----------------------|
| 2.01 | Forks; Plastic; medium weight; white; 1000 per case;
Bunzl/Primesource
Specify Mfr. & No. ___NetChoice 406010 | 117 CS | \$719.48 ___\$6.15 |
| 2.02 | Teaspoons; Plastic; medium weight; white; 1000 per case;
Bunzl/Primesource
Specify Mfr. & No. ___NetChoice 406014 | 165 CS | \$1,014.66 ___\$6.15 |

Vendor Name: _____

2.03 **Knives; Plastic; medium weight; white; 1000 per case;** 3000 CS \$18,448.28__\$6.15
Bunzl/Primesource
 Specify Mfr. & No. __NetChoice 406017

2.04 **Sporks; Duo purpose Spoon/fork combination;** 27,858 CS \$171,310.69__\$6.15
Plastic; medium weight; white; 1000 per case;
Bunzl/Primesource
 Specify Mfr. & No. __NetChoice 406013

Section III: TRAYS AND HINGED CONTAINERS

3.01 **Tray; Disposable; fiber carry safe; 6 compartment; 8.5 x 12.5;** 177 CS \$9,358.62 __\$52.87
Delivered palletized on 48" x 48", 4-way entry pallets.
500 per case: Hutamaki 22021
 Specify Mfr. & No. __Huhtamaki 22021

3.02 **Tray; School Lunch; white; 6 compartment; 8.5 x 11.5** 5091 CS \$117,034.48 __\$22.99
Styrofoam; 500 per case: Pactiv TH1-0601
 Specify Mfr. & No. __Pactiv TH1-0601

3.03 **Tray; White; 6 compartment; 8.5" x 11.5 " Styrofoam;** 15 CS \$237.07 __\$15.80
200 per case; TD-19903
 Specify Mfr. & No. __Pactiv TD1-9903

3.04 **Tray: Hinged Lid Container; Conventional; 3 compartment;** 2898 CS \$40,805.17 __\$14.08
Styrofoam; White; Extra-large; 9 ¾ x 9 ½ x 3; 200 per case;
Pactiv TH1-0063
 Specify Mfr. & No. __Genpak SN203

Section IV: WRAP AND FOIL

4.01 **Food Wrap; Transparent plastic; self-clinging;** 72 EA \$516.41 __\$7.17
Tasteless Odorless; 12" x 2000' rolls; Reynolds- RFP910
 Specify Mfr. & No. __Anchor VW122
 Per EA

4.02 **Food Wrap; Transparent plastic; self-clinging;** 19,800 EA \$210,062.07 __\$10.61
Tasteless Odorless; 18" x 2000' rolls;
Primesource/AE Part # 64080001
 Specify Mfr. & No. __Anchor VW182
 Per EA

4.03 **Food Wrap; Transparent plastic; self-clinging;** 72 EA \$975.72 __\$13.55
Tasteless Odorless; 24" x 2000' rolls;
Reynolds- 916REYN
 Specify Mfr. & No. __Anchor VW242
 Per EA

Vendor Name: _____

- 4.04 **Aluminum Foil; 24" x 500'; Extra-Heavy gauge;** 72 EA \$3,869.79 __\$53.75
Pactiv W35 Per EA
Specify Mfr. & No. __Reynolds 633
- 4.05 **Aluminum Foil; 18" x 1000'; standard gauge;** 3,555 EA \$88,507.24 __\$24.90
Pactiv W23 Per EA
Specify Mfr. & No. Reynolds 615M_
- 4.06 **Aluminum Foil; 15" x 1000'; Heavy gauge;** 180 EA No Bid _____
Pactiv W21 Per EA
Specify Mfr. & No. __No Bid, no one makes any longer
- 4.07 **Aluminum Foil; 12" x 1000'; standard gauge;** 24 EA \$494.34 __\$20.60
Pactiv WC12 Per EA
Specify Mfr. & No. __Reynolds 611M

Minimum order will be \$700.00 with a service fee of \$40.00 from \$350.00 to \$699.00. No orders will ship if less than \$350.00.

Balance of the Vendor's Product Line:

In addition to the item(s) specifically listed below, purchasing entities named in this solicitation will be allowed to order from the successful vendor's regular product line. Bidders shall state the discount percentage from their product line's list price for other items that they may want considered with this bid.

This discount percentage may be considered during the award of this contract.

Balance of the Line Discount Percentage _____ N/A _____ %

Please list your percentage off per category that you are supplying. Add additional sheets if necessary.